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HOUSE BILL 3133

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State of Washington

60th Legislature

2008 Regular Session

By Representatives Liias, Ormsby, Miloscia, Sells, Roberts, Priest, Hunt, Appleton, Rolfes, Loomis, Sullivan, Goodman, Morrell, McIntire, Wood, Hurst, Nelson, and Santos

Read first time 01/23/08. Referred to Committee on Housing.

1 AN ACT Relating to minimum terms for closure or conversion notices  
2 for mobile home parks and manufactured housing communities; amending  
3 RCW 59.20.060 and 59.20.080; creating a new section; and declaring an  
4 emergency.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 NEW SECTION. **Sec. 1.** The legislature finds that:

7 (1) Manufactured/mobile homes provide a significant source of  
8 homeownership opportunities for Washington state residents. However,  
9 the increasing number of closures and conversions to other uses of  
10 manufactured housing communities and mobile home parks, combined with  
11 low vacancy rates in existing parks and communities and the extremely  
12 high cost of moving homes when these parks and communities close, make  
13 this type of affordable housing option increasingly insecure for the  
14 tenants who reside in these parks and communities.

15 (2) Many tenants who reside in these parks and communities are  
16 senior citizens or low-income households and are, therefore, the  
17 residents most in need of reasonable security or permanency in the  
18 siting of their home because of the adverse impacts on the health,

1 safety, and welfare of tenants forced to move due to closure or  
2 conversion to another use of the manufactured housing community or  
3 mobile home park.

4 (3) Manufactured/mobile home tenants have a reasonable expectation  
5 of long-term security when they move their home into a community or  
6 park. Some tenants have been forced to relocate due to a closure or  
7 conversion soon after the tenant has moved into the community or park.  
8 The legislature finds that a minimum notification period of three years  
9 before the closure or conversion of a community or park is a reasonable  
10 balancing of the rights and interests of both community and park owners  
11 and the manufactured/mobile home owners.

12 (4) Given the effort and expense involved in moving a  
13 manufactured/mobile home and the imbalance of economic power in this  
14 type of landlord-tenant relationship, it is the intent of the  
15 legislature to provide an opportunity for manufactured/mobile home  
16 tenants to remain in manufactured housing communities and mobile home  
17 parks for at least three years.

18 **Sec. 2.** RCW 59.20.060 and 2006 c 296 s 2 are each amended to read  
19 as follows:

20 (1) Any mobile home space tenancy regardless of the term, shall be  
21 based upon a written rental agreement, signed by the parties, which  
22 shall contain:

23 (a) The terms for the payment of rent, including time and place,  
24 and any additional charges to be paid by the tenant. Additional  
25 charges that occur less frequently than monthly shall be itemized in a  
26 billing to the tenant;

27 (b) Reasonable rules for guest parking which shall be clearly  
28 stated;

29 (c) The rules and regulations of the park;

30 (d) The name and address of the person who is the landlord, and if  
31 such person does not reside in the state there shall also be designated  
32 by name and address a person who resides in the county where the mobile  
33 home park is located who is authorized to act as agent for the purposes  
34 of service of notices and process. If no designation is made of a  
35 person to act as agent, then the person to whom rental payments are to  
36 be made shall be considered the agent;

1 (e) The name and address of any party who has a secured interest in  
2 the mobile home, manufactured home, or park model;

3 (f) A forwarding address of the tenant or the name and address of  
4 a person who would likely know the whereabouts of the tenant in the  
5 event of an emergency or an abandonment of the mobile home,  
6 manufactured home, or park model;

7 (g)((+i+)) A covenant by the landlord that, except for acts or  
8 events beyond the control of the landlord, the mobile home park will  
9 not be converted to a land use that will prevent the space that is the  
10 subject of the lease from continuing to be used for its intended use  
11 for a period of three years after the beginning of the term of the  
12 rental agreement((÷

13 ~~(ii) A rental agreement may, in the alternative, contain a~~  
14 ~~statement that: "The park may be sold or otherwise transferred at any~~  
15 ~~time with the result that subsequent owners may close the mobile home~~  
16 ~~park, or that the landlord may close the park at any time after the~~  
17 ~~required notice.")). The covenant ((or statement required by this~~  
18 ~~subsection)) must: ((+A+)) (i) Appear in print that is in bold face  
19 and is larger than the other text of the rental agreement; ((+B+)) (ii)  
20 be set off by means of a box, blank space, or comparable visual device;  
21 and ((+C+)) (iii) be located directly above the tenant's signature on  
22 the rental agreement.~~

23 (h) The terms and conditions under which any deposit or portion  
24 thereof may be withheld by the landlord upon termination of the rental  
25 agreement if any moneys are paid to the landlord by the tenant as a  
26 deposit or as security for performance of the tenant's obligations in  
27 a rental agreement;

28 (i) A listing of the utilities, services, and facilities which will  
29 be available to the tenant during the tenancy and the nature of the  
30 fees, if any, to be charged;

31 (j) A description of the boundaries of a mobile home space  
32 sufficient to inform the tenant of the exact location of the tenant's  
33 space in relation to other tenants' spaces;

34 (k) A statement of the current zoning of the land on which the  
35 mobile home park is located; and

36 (l) A statement of the expiration date of any conditional use,  
37 temporary use, or other land use permit subject to a fixed expiration

1 date that is necessary for the continued use of the land as a mobile  
2 home park.

3 (2) Any rental agreement executed between the landlord and tenant  
4 shall not contain any provision:

5 (a) Which allows the landlord to charge a fee for guest parking  
6 unless a violation of the rules for guest parking occurs: PROVIDED,  
7 That a fee may be charged for guest parking which covers an extended  
8 period of time as defined in the rental agreement;

9 (b) Which authorizes the towing or impounding of a vehicle except  
10 upon notice to the owner thereof or the tenant whose guest is the owner  
11 of the vehicle;

12 (c) Which allows the landlord to alter the due date for rent  
13 payment or increase the rent: (i) During the term of the rental  
14 agreement if the term is less than one year, or (ii) more frequently  
15 than annually if the term is for one year or more: PROVIDED, That a  
16 rental agreement may include an escalation clause for a pro rata share  
17 of any increase in the mobile home park's real property taxes or  
18 utility assessments or charges, over the base taxes or utility  
19 assessments or charges of the year in which the rental agreement took  
20 effect, if the clause also provides for a pro rata reduction in rent or  
21 other charges in the event of a reduction in real property taxes or  
22 utility assessments or charges, below the base year: PROVIDED FURTHER,  
23 That a rental agreement for a term exceeding one year may provide for  
24 annual increases in rent in specified amounts or by a formula specified  
25 in such agreement;

26 (d) By which the tenant agrees to waive or forego rights or  
27 remedies under this chapter;

28 (e) Allowing the landlord to charge an "entrance fee" or an "exit  
29 fee." However, an entrance fee may be charged as part of a continuing  
30 care contract as defined in RCW 70.38.025;

31 (f) Which allows the landlord to charge a fee for guests:  
32 PROVIDED, That a landlord may establish rules charging for guests who  
33 remain on the premises for more than fifteen days in any sixty-day  
34 period;

35 (g) By which the tenant agrees to waive or forego homestead rights  
36 provided by chapter 6.13 RCW. This subsection shall not prohibit such  
37 waiver after a default in rent so long as such waiver is in writing  
38 signed by the husband and wife or by an unmarried claimant and in

1 consideration of the landlord's agreement not to terminate the tenancy  
2 for a period of time specified in the waiver if the landlord would be  
3 otherwise entitled to terminate the tenancy under this chapter; or

4 (h) By which, at the time the rental agreement is entered into, the  
5 landlord and tenant agree to the selection of a particular arbitrator.

6 **Sec. 3.** RCW 59.20.080 and 2003 c 127 s 4 are each amended to read  
7 as follows:

8 (1) A landlord shall not terminate or fail to renew a tenancy of a  
9 tenant or the occupancy of an occupant, of whatever duration except for  
10 one or more of the following reasons:

11 (a) Substantial violation, or repeated or periodic violations of  
12 the rules of the mobile home park as established by the landlord at the  
13 inception of the tenancy or as assumed subsequently with the consent of  
14 the tenant or for violation of the tenant's duties as provided in RCW  
15 59.20.140. The tenant shall be given written notice to cease the rule  
16 violation immediately. The notice shall state that failure to cease  
17 the violation of the rule or any subsequent violation of that or any  
18 other rule shall result in termination of the tenancy, and that the  
19 tenant shall vacate the premises within fifteen days: PROVIDED, That  
20 for a periodic violation the notice shall also specify that repetition  
21 of the same violation shall result in termination: PROVIDED FURTHER,  
22 That in the case of a violation of a "material change" in park rules  
23 with respect to pets, tenants with minor children living with them, or  
24 recreational facilities, the tenant shall be given written notice under  
25 this chapter of a six month period in which to comply or vacate;

26 (b) Nonpayment of rent or other charges specified in the rental  
27 agreement, upon five days written notice to pay rent and/or other  
28 charges or to vacate;

29 (c) Conviction of the tenant of a crime, commission of which  
30 threatens the health, safety, or welfare of the other mobile home park  
31 tenants. The tenant shall be given written notice of a fifteen day  
32 period in which to vacate;

33 (d) Failure of the tenant to comply with local ordinances and state  
34 laws and regulations relating to mobile homes, manufactured homes, or  
35 park models or mobile home, manufactured homes, or park model living  
36 within a reasonable time after the tenant's receipt of notice of such  
37 noncompliance from the appropriate governmental agency;

1 (e) Change of land use of the mobile home park or manufactured  
2 housing community including, but not limited to, conversion to a use  
3 other than for mobile homes, manufactured homes, or park models or  
4 conversion of the mobile home park or manufactured housing community to  
5 a mobile home park cooperative or mobile home park subdivision:  
6 PROVIDED, That the landlord shall give the tenants (~~((twelve months'~~)  
7 three years' notice in advance of the effective date of such change(~~(~~  
8 ~~except that for the period of six months following April 28, 1989, the~~  
9 ~~landlord shall give the tenants eighteen months'~~ notice in advance of  
10 ~~the proposed effective date of such change))~~);

11 (f) Engaging in "criminal activity." "Criminal activity" means a  
12 criminal act defined by statute or ordinance that threatens the health,  
13 safety, or welfare of the tenants. A park owner seeking to evict a  
14 tenant or occupant under this subsection need not produce evidence of  
15 a criminal conviction, even if the alleged misconduct constitutes a  
16 criminal offense. Notice from a law enforcement agency of criminal  
17 activity constitutes sufficient grounds, but not the only grounds, for  
18 an eviction under this subsection. Notification of the seizure of  
19 illegal drugs under RCW 59.20.155 is evidence of criminal activity and  
20 is grounds for an eviction under this subsection. The requirement that  
21 any tenant or occupant register as a sex offender under RCW 9A.44.130  
22 is grounds for eviction under this subsection. If criminal activity is  
23 alleged to be a basis of termination, the park owner may proceed  
24 directly to an unlawful detainer action;

25 (g) The tenant's application for tenancy contained a material  
26 misstatement that induced the park owner to approve the tenant as a  
27 resident of the park, and the park owner discovers and acts upon the  
28 misstatement within one year of the time the resident began paying  
29 rent;

30 (h) If the landlord serves a tenant three fifteen-day notices  
31 within a twelve-month period to comply or vacate for failure to comply  
32 with the material terms of the rental agreement or park rules. The  
33 applicable twelve-month period shall commence on the date of the first  
34 violation;

35 (i) Failure of the tenant to comply with obligations imposed upon  
36 tenants by applicable provisions of municipal, county, and state codes,  
37 statutes, ordinances, and regulations, including this chapter. The  
38 landlord shall give the tenant written notice to comply immediately.

1 The notice must state that failure to comply will result in termination  
2 of the tenancy and that the tenant shall vacate the premises within  
3 fifteen days;

4 (j) The tenant engages in disorderly or substantially annoying  
5 conduct upon the park premises that results in the destruction of the  
6 rights of others to the peaceful enjoyment and use of the premises.  
7 The landlord shall give the tenant written notice to comply  
8 immediately. The notice must state that failure to comply will result  
9 in termination of the tenancy and that the tenant shall vacate the  
10 premises within fifteen days;

11 (k) The tenant creates a nuisance that materially affects the  
12 health, safety, and welfare of other park residents. The landlord  
13 shall give the tenant written notice to cease the conduct that  
14 constitutes a nuisance immediately. The notice must state that failure  
15 to cease the conduct will result in termination of the tenancy and that  
16 the tenant shall vacate the premises in five days;

17 (l) Any other substantial just cause that materially affects the  
18 health, safety, and welfare of other park residents. The landlord  
19 shall give the tenant written notice to comply immediately. The notice  
20 must state that failure to comply will result in termination of the  
21 tenancy and that the tenant shall vacate the premises within fifteen  
22 days; or

23 (m) Failure to pay rent by the due date provided for in the rental  
24 agreement three or more times in a twelve-month period, commencing with  
25 the date of the first violation, after service of a five-day notice to  
26 comply or vacate.

27 (2) Within five days of a notice of eviction as required by  
28 subsection (1)(a) of this section, the landlord and tenant shall submit  
29 any dispute to mediation. The parties may agree in writing to  
30 mediation by an independent third party or through industry mediation  
31 procedures. If the parties cannot agree, then mediation shall be  
32 through industry mediation procedures. A duty is imposed upon both  
33 parties to participate in the mediation process in good faith for a  
34 period of ten days for an eviction under subsection (1)(a) of this  
35 section. It is a defense to an eviction under subsection (1)(a) of  
36 this section that a landlord did not participate in the mediation  
37 process in good faith.

1           (3) Chapters 59.12 and 59.18 RCW govern the eviction of  
2 recreational vehicles, as defined in RCW 59.20.030, from mobile home  
3 parks. This chapter governs the eviction of mobile homes, manufactured  
4 homes, park models, and recreational vehicles used as a primary  
5 residence from a mobile home park.

6           NEW SECTION. **Sec. 4.** This act is necessary for the immediate  
7 preservation of the public peace, health, or safety, or support of the  
8 state government and its existing public institutions, and takes effect  
9 immediately.

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